



**AGREEMENT**

**BETWEEN**

**HANA INDUSTRIES, INC.**

**and the**

**INTERNATIONAL UNION, SECURITY,  
POLICE AND FIRE PROFESSIONALS OF  
AMERICA (SPFPA)**

**representing the**

**SECURITY SPECIALISTS**

**Assigned to the**

**Russell Knox Building**

**Quantico, Virginia**

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between Hana Industries, Inc., hereinafter referred to as the "Company," and International Union, Security, Police and Fire Professionals of America (SPFPA) hereinafter referred to as the "Union," as representative of all security specialists located at the Russell Knox Building, Quantico, Virginia, in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly and equitable dispositions of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

This Agreement supersedes any and all prior Agreements between the Company and the Union.

## **ARTICLE 1**

### **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all full-time and part-time armed and unarmed security specialists (e.g., monitors and escorts), employed by the Employer, at the Russell Knox Building, Quantico, Virginia, but excluding all office clericals,



professional employees, managerial employees and supervisors as defined in the National Labor Relations Act. The above location is hereinafter referred to as "site".

## **ARTICLE 2**

### **PROBATIONARY PERIOD**

Any "newly hired" employee shall be deemed to be on probation for a period of ninety (90) calendar days on the site. After he/she worked such period, the employee shall gain seniority status and his/her seniority date shall revert to the first day the employee earned wages from the Employer for employment at his/her site. During the probationary period, the employee may be discharged without recourse to the grievance and arbitration procedures.

The Company shall notify the Union within thirty (30) days of all new employees hired and of all employees terminated, setting forth their name, address, telephone number, SSN, and job classification.

**ARTICLE 3**  
**UNION SECURITY AND MEMBERSHIP**

**Union Security**

**Section 1**

All specialists, assigned to the employment sites herein referenced, hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

**Section 2**

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30<sup>th</sup>) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

**Section 3**

Specialists meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering

to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

#### **Section 4**

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that employee.

#### **Section 5**

Anything herein to the contrary notwithstanding, an employee shall not be required to pay money to the Union, or to become a member of, or continue, membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

#### **Dues Check-Off**

##### **Section 1**

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments

from the wages of specialists who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet, including the names, addresses, social security number and local union number of specialists and the amount of dues deducted from each shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month.

## **Section 2**

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

## **Section 3**

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

**ARTICLE 4**  
**MANAGEMENTS RIGHTS**

**Section 1**

Except as provided elsewhere in this Agreement, the Employer has the full right and authority to administer and/or manage the Employer's business, including but not limited to the direction of the working force, to require employees to observe reasonable Employer rules and regulations, the right to plan, direct, expand, reduce and control operations, to hire, to promote, to demote, to schedule, to assign, to transfer, to suspend, to discipline or to discharge for just cause, to relieve employees from duty because of lack of work or at Client's request, (such request should be in writing as to the reason why the employee is to be removed unless the client refuses to comply), all of which shall be exclusively vested with the Employer. In the event the client refuses to make such request in writing, the Employer shall acknowledge, in writing to the Union, the fact that the employee has been denied access to the site by the Client. The right to introduce any new methods and to make such reasonable rules and regulations as may be necessary for the successful operations of the facility involved herein shall be vested exclusively in the Employer.

**Section 2**

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental written Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

**Section 3**

  
Hana \_\_\_\_\_  
SPFPA \_\_\_\_\_

The above rights of management are not inclusive of all matters or rights, which belong to and are inherent to management. Any of the rights, power, or authority the Employer had, prior to the signing of this Agreement, is retained by the Employer except those specifically abridged or modified.

## **ARTICLE 5**

### **UNION REPRESENTATION**

#### **Section 1**

The Union's representative and/or their designees shall not be denied access to the Employer's work site for the purpose of considering matters covered by this Agreement, except that the Union acknowledges that access to the work site may be restricted by the Client and therefore outside the Company's control. The Union's business representative shall not engage in any activities, which interfere with the work of any employee covered by this Agreement. If Employer cannot provide unit employee with a designated steward more familiar with their situation, in the absence or unavailability of the designated steward, any other Union-designated steward may represent unit employees.

#### **Section 2**

There shall be no Union business of any nature on behalf of the Union during an employee's working time except in accordance with the grievance and arbitration procedure or otherwise

permitted by law.

**ARTICLE 6**  
**UNION STEWARDS**

**Section 1**

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business.

When initiated by the Employer, the company shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

**Section 2**

Stewards shall not interfere with the management of the business or direct the work of any employee. Stewards will be limited, in the aggregate, to two (2) hours per pay period of administrative leave (to be paid by the Union) to conduct their on-site duties; said time to be coordinated with the Project Manager or his/her designated representative.

**Section 3**

However, the Employer recognizes the need for union orientation, representation and training. Therefore, both the local union chapter President, Vice President and Secretary will be provided up to forty (40) hours of unpaid leave per contract year to attend union sponsored training

programs at no cost to the employer. Such training will be scheduled more than 30 days in advance and the Employer likewise notified with a 30 day notice of the training requirement.

## **ARTICLE 7**

### **FAIR EMPLOYMENT PRACTICES**

Neither the Employer, nor the Union, shall discriminate against any employee on the basis of race, color, creed, sex, age, religion, nationality, union activity, veteran's status or non-job related handicap. Should an employee or the Union file a claim with any federal, state, or local agency alleging discrimination which would be prohibited by the terms of this agreement, the Employee and the Union waive any right either has to file a grievance or pursue arbitration under the terms of this Agreement for the same events and occurrences that led to the filing of the claim with the federal, state, or local agency.

## **ARTICLE 8**

### **WAGES AND BENEFITS**

All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles, effective dates and wage rates as reflected in Appendix "A" attached hereto and made part



of.

## **ARTICLE 9**

### **HOURS OF WORK, OVERTIME AND TEMPORARY ASSIGNMENTS**

#### **Section 1**

The Regularly scheduled workweek for full-time employees shall consist of forty (40) hours. Nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week. The Employer and the Union agree to schedule as many employees to 40 hour work week schedules as practical based on operational requirements. The workweek shall commence at the beginning of the regularly scheduled first shift on Monday and conclude at the end of the regularly scheduled third shift on Sunday. All employees shall be paid biweekly through direct deposit. The pay week shall begin at 0001 hours on Friday and end at 2400 hours Thursday except for third shift. In the event the pay week is changed by the Company, the Company will provide its employees and the Union with thirty (30) days notice.

#### **Section 2**

All work performed in excess of forty (40) hours in the workweek shall be compensated at time and one-half the employee's straight-time rate of pay. There shall be no pyramiding of overtime pay. Hours worked on a holiday shall be included within hours worked in order to calculate overtime pay entitlement.

#### **Section 3**

If applicable, the Employer will post training schedules. All employees who need training must

attend class in a timely manner. If a specialist does not attend class during the required time, he or she must get the training on their own and at their expense. Otherwise, the Employer will provide on-site and off-site training and pay at his or her base wage and in accordance with its practices and procedures for so doing. All training and related activities will be paid for only if specifically directed or ordered by the Employer, and time spent on such training activities are considered hours worked for the purpose of overtime calculations.

## **ARTICLE 10**

### **HOLIDAYS**

#### **Section 1**

The following days shall be designated as paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Veterans Day
Columbus Day	Thanksgiving Day
Memorial Day	Christmas Day

#### **Section 2**

The employee shall work the scheduled workday the day before the holiday occurs, the scheduled workday the day after the holiday occurs, and the holiday if scheduled, or be on a pre-

approved vacation, in order to receive holiday pay under this section.

### **Section 3**

a. The ten (10) holidays shall be paid for regardless of the day of the week on which they fall. Part-time employees will receive prorated holiday pay based on average hours worked per pay period for the preceding two pay periods.

Prorated Hours for Part- Time Employees

Holiday Pay Period	Holiday Pay Hours
71-80	8
61-70	7
51 - 60	6
41-50	5
31 -40	4
21-30	3
11 - 20	2
01 -10	1

### **Section 4**

In no circumstance will an employee be entitled to more than eight (8) hours of Holiday per Holiday.

### **Section 5**

If the Federal Government declares a holiday other than the ones list above for the federal employees, the bargaining unit employees will receive holiday pay for that day, if approved and

reimbursed by the site contracting agency.

## **ARTICLE 11**

### **Vacation**

**SECTION 10.1 - Eligibility.** All full-time employees who have continuously been employed by the Company, or by a predecessor employer(s) providing substantially similar services at Russell Knox Building, Quantico, VA, shall be entitled to annual vacation pay in accordance with the following schedule:

- |   |           |
|---|-----------|
| • Upon completion of one (1) year of service:       | 80 hours  |
| • Upon completion of five (5) years of service:     | 120 hours |
| • Upon completion of ten (10) years of service:     | 160 hours |
| • Upon completion of fifteen (15) years of service: | 180 hours |

Employees shall be eligible for earned vacation upon the completion of one (1) year of continuous employment (not to include pre-assignment training) and each subsequent anniversary of the date of hire with the Company or predecessor employer. Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each twelve (12) months of employment. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor, the employee shall not be entitled to any vacation pay. Vacation pay for full-time employees will not be prorated.

**SECTION 10.2 - Vacation Scheduling.** Vacation leave shall be taken at such times mutually convenient to the employee and to the Company; provided, however, the Company shall retain the final right to approve, deny, schedule and cancel all vacations. Vacation requests that have been approved will only be canceled when an emergency prevents the Company from honoring the request. Employees may not take vacation in increments of less than twenty-four (24) hours. A vacation request shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. Upon proper notification of requested, the Company agrees to promptly notify the employee of whether the requested vacation has been approved within five (5) business days. No more than four percent (4%) of the workforce may be on vacation at any time. Conflicts in vacation scheduling shall be resolved by the Company at its discretion.

**SECTION 10.3 - Part-Time Employees.** Eligible part-time employees shall be entitled to pro-rated vacation pay at their straight-time rate based on the number of hours worked in the previous year based on the Employee's anniversary date. For example, part-time employees who have been continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive one (1) week paid vacation based on forty (40) hours at their straight-time rates of pay.

**SECTION 10.4 - Vacation Accrual.** An employee may not accumulate and carry over unused vacation from one year to the next. After the second year of continuous employment with the Company, and each continuous year of employment thereafter, at the employee's annual anniversary date, the employee's vested but unused vacation shall be paid to the employee. Such vested but unused vacation shall be paid within 30 days following the employee's anniversary date. At the time of termination of employment, employees shall be paid for unpaid vacation hours that have vested but have not been used. However, there is no accrual or vesting of vacation eligibility before the employee's anniversary date of employment, and no segment of time smaller than one year will be considered in computing the employee's vacation eligibility.

**SECTION 10.5 - Rate of Pay.** Employees shall be compensated for vacation at the straight-time rate of pay then effective on the date the vacation is vested. Vacation leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

**SECTION 10.6 - Continuous Employment.** Employees who are absent from work for any reason (including paid or unpaid leave and workers' compensation) for thirty (30) days or more during any year of service (i.e., the 52-week period beginning on the employee's anniversary date) shall receive pro-rated vacation benefits accrued on the basis of work performed for the Company. (Example: An employee who misses three months of work would accrue  $\frac{3}{4}$  of his/her vacation benefits).

## **ARTICLE 12**

### **CALL IN & REPORTING PAY**

#### **Section 1**

Employees are required to report for work at their scheduled starting times. An employee shall make every effort to notify the on-duty supervisor at least six (6) hours prior to his/her scheduled starting time if he/she is unable to report to work. Employees who fail to report to work in a timely manner, and/or fail to call the Employer in a timely manner to advise of absence or

lateness, will be subject to disciplinary action. In the event that there is one or more post openings as a result of any unscheduled absenteeism an equivalent number of employees from the then working shift will be required to remain at work to fill such post openings until the post opening(s) in question can be filled by calling in other employee(s).

## **Section 2**

An employee who has been called in to work unscheduled work, and has not been advised either orally or in writing not to report, shall receive a minimum of three (3) hours pay at his/her regular straight-time hourly rate.

## **Section 3**

In the event an employee reports to work for his/her scheduled shift without having been notified not to report, and work is not available, the employee shall be paid three (3) hours reporting pay at their regular rate of pay, including all benefits and allowances.

## **Section 4**

Any regular Full-Time vacancy will be posted for five (5) calendar days. The vacant position will be awarded to the senior Full-Time employee who applies. In the event no Full-Time Employee applies for the vacant position, it may be awarded to the senior Part-Time employee. When there is an operational requirement to immediately assign an employee to a regular Full-Time vacancy the site manager may assign the vacant position to any available personnel on a temporary basis.

## **Section 5**

When there is a post opening due to unscheduled absenteeism an available Part-Time employee who has not worked 40 hour will be used to fill the open shift. In the event no Part-Time employee is available to fill the open post it will be offered to the senior available Full-Time employees on a rotational basis. In the event that there is one or more post openings as a result of any unscheduled absenteeism an equivalent numbers of employees from the then working shift shall be required to remain at work to fill such post(s) openings until the post(s) in question can be filled by calling in other employees.

When a post opening due to scheduled (more than 72 hours in advance) absenteeism occurs available Part-Time employees who have not worked 40 hours will be used to fill the open post. In the event no Part-Time employee is available to fill the open post, it will be awarded to the senior available Full-Time employees on a rotational basis. Any authorized scheduled short notice post opening less of than 72 hours may be filled by any available personnel.

## **ARTICLE 13**

### **UNION SENIORITY**

## **Section 1**

Seniority for benefits shall be defined as the length of time an employee has continuously been employed "on site" in the collective bargaining unit. Full-time and part-time employees shall be placed on separate seniority lists.

Seniority for employees hired on the same date shall be determined alphabetically.

An employee's site seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire.

Any employee removed from a permanent supervisory position through no fault of his/her own shall be eligible to fill a regular bargaining unit position, if said vacancy exists, and prior to newly hired employees.

## **Section 2**

Seniority shall terminate if:

- a. An employee is terminated for just cause.
- b. An employee voluntarily quits or resigns his/her employment.
- c. An employee is laid off for more than twelve months.
- d. An employee is laid off and fails to return to work on the date specified by the Employer except for reasonably acceptable circumstances.
- e. An employee is absent for two (2) consecutive work days without notifying or advising the Employer, unless the employee shows just cause for said failure to notify the Employer.
- f. Employee engages in other employment while on an approved leave of absence on this contract.



### **Section 3**

Seniority will continue to accrue during a layoff and approved absence; however, benefits do not unless required by government rule, regulation or law.

## **ARTICLE 14**

### **LAYOFFS**

#### **Section 1**

In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.

#### **Section 2**

Non-probationary employees shall be the next to be laid off on the basis of site seniority, skill, ability and qualifications to perform the available work. Where factors are equal, seniority shall govern.

#### **Section 3**

When a vacancy arises, the Employer shall recall employees on the basis of site seniority, skill, ability and qualifications to perform the available work. Where factors are equal, seniority shall govern.

#### **Section 4**

An employee shall continue to retain recall rights for a twelve (12) month period commencing from the date of the layoff.

#### **Section 5**

The Employer shall make every effort, when possible, to give any non-probationary employee, who is laid off at least ten (10) working days' notice of the layoff.

### **ARTICLE 15**

#### **GRIEVANCE and ARBITRATION PROCEDURES**

#### **Section 1**

All complaints, disputes, controversies or grievances arising solely between the Employer and the Union, or any employee covered by this Agreement on or after its effective date, which involves only questions of interpretation or application of the express written provisions of this Agreement (excluding Section 2.1-2.3, but including any charges of statutory discrimination) be adjusted by and between the parties exclusively in the manner provided herein. The Employer will not be required to consider any grievance involving an alleged continuing situation or alleged series of repeated identical incidents which have not been presented to the Employer within seven (7) days following the date on which the situation or incident first became known,

or should reasonably have become known, to the employee affected. Grievances over the amount of compensation shall be deemed to have occurred at the time payment is made.

## **Section 2**

An employee with a grievance may submit the grievance orally to his/her Supervisor. The supervisor shall give the employee an oral response to the grievance as stated within three (3) work days after the grievance was presented. If the grievance is not settled by oral discussion, the following procedure will apply:

**Step 1.** A written grievance must be presented to the Site Manager or designee no later than seven (7) calendar days after occurrence of the event which led to the dispute. The written grievance shall state the Section and Subsection of this Agreement alleged to have been violated, the facts constituting the alleged violation, the remedy or correction desired, and it shall be signed and dated by the employee(s) aggrieved. The Site Manager will answer the grievance in writing within seven (7) calendar days after receipt.

**Step 2.** If not settled, the grievance may be appealed in writing by presentation from the Union's Business Representative to the Vice President of Operations or designee within seven (7) calendar days of the Step 1 Answer. The Vice President of Operations or designee will investigate, meet (in person or via teleconference) and discuss as necessary, and make a written answer within seven (7) calendar days after receipt of such appeal.

**Step 3.** If not settled, the grievance may be appealed in writing by presentation from the Union's Business Representative to the Vice President of Human Resources or designee within seven (7) calendar days of the Step 2 Answer. The Vice President of Human Resources will investigate, meet (in person or via teleconference) and discuss as necessary, and make a

written answer to the Union Business Representative within ten (10) calendar days after receipt of the Step 3 appeal. Where feasible, grievance meetings shall be expediently convened.

### **Section 3**

If settlement is not achieved at or before completion of the Grievance Procedures 3rd Step, the aggrieved party(ies) may appeal the grievance issue(s) to arbitration by filing a demand for Arbitration with the Federal Mediation Conciliatory Services (FMSC) offices and a duplicate original copy of such demand shall be simultaneously served on the other party. Such demand must be filed within ten (10) calendar days after receipt of the 3rd step answer.

### **Section 4**

The arbitrator shall be selected from a list of seven (7) names provided by the FMSC office. The parties shall determine who shall strike the first names using a coin toss. Thereafter, the parties shall alternatively strike names from the list until the sole remaining names provides the arbitrator who shall hear the grievance on appeal. The arbitrator shall be notified by a joint letter from the Employer and Union, which requests a date, time and place for the hearing, and the specific issues to be presented at arbitration.

### **Section 5**

Expenses of the arbitrator, hearing room, mutually shared amenities and incidental expenses shall be mutually borne between the parties. Each party shall bear the costs of their own travel, board, room, witnesses, legal counsel and all other expenses.

## **Section 6**

The arbitrator's decision shall be final and binding upon the Employer, the Union and the employees involved. However, the arbitrator shall not have the right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator shall consider and decide only the particular issue(s) presented to him/her jointly in writing by the Employer and the Union, and his/her decision and award shall be based solely upon an interpretation of the meaning or application of the specific terms of the grievance presented.

## **Section 7**

The willful failure of either party to appear before the arbitrator will not serve to invalidate the proceedings, nor will the willful failure of either party to present his/her case at the time of hearing serve to delay the hearing or invalidate the decision of the Arbitrator.

## **Section 8**

Time limits specified above may be modified or waived at any time by mutual written agreement of the parties or by oral agreement with subsequent written mutual confirmation. Unless so modified or waived, the time limits stated herein shall be strictly construed. If a party fails to respond, or timely respond, the other party may appeal the grievance to the next step.

## **Section 9**

*Expedited Resolution:* Any grievance based on the suspension without pay, discharge, or upon alleged unlawful gender, racial or other statutorily proscribed employment discrimination shall *directly escalate to Step 3 of the grievance Process*, above, within the applicable time period. In unlawful discrimination issues, the longest applicable statutory period for filing supersedes the grievance appeal time limits.

## **Section 10**

Grievances by the Employer alleging a violation of the terms of this Agreement or unlawful discrimination by the Union, its agents, or employees covered herein, shall be presented in accordance with the provisions of Step 2, above, the moving and responding parties shall be reversed, but otherwise the process shall proceed as described up to and including arbitration.

## **Section 11**

Any grievance arising in whole or in part after termination of this Agreement will not be subject to the arbitration set forth above, unless the Employer and the Union agree otherwise in writing.

## **ARTICLE 16**

### **EXAMINATIONS**

## **Section 1**

When the Employer requires an employee to take a medical examination including a drug test, such examinations and tests shall be on company-paid time and the Employer shall bear the cost of such examinations.

## **Section 2 [Reserved]**

## **Section 3**

The Employer shall pay the cost of Federal or State mandate training and shall compensate employees at the prescribed base wage rate agreed to in this agreement. To be compensated and have the cost of the aforementioned training paid, all employees must train under direct supervision of the Employer's training staff.

## **Section 4**

The Employer shall be responsible for the training of all new and current employees and follow the guidelines as set forth by the Client and the Employer Handbook.

## **ARTICLE 17**

## **UNIFORMS**

## **Section 1**

Uniforms will be issued at a designated location at the discretion of the employer. The employer

will have final authority on sizing, tailoring and proper wear of uniforms.

## **Section 2**

All uniforms and Employer equipment must be returned to the Employer upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms and/or equipment being deducted from any monies due to the employee. In the event negligence or malfeasance on the part of the Employee results in damage to uniforms or equipment, with the Employee's written authorization, the Employee will be responsible for reimbursing the Employer for said damage or costs through payroll deductions. The Employee shall, in all cases, use uniforms and equipment of the Employer with care. Employees shall be required to comply with dress code requirements of the Employer, and to maintain proper grooming, cleanliness and hygiene at all times.

## **ARTICLE 18**

### **LEAVE OF ABSENCE**

#### **Section 1**

Non-probationary employees shall be eligible for the following unpaid leaves in accordance with the procedures set forth below. All leave requests shall be in writing and signed by the Employer and employee(s) receiving same.

Military Leave - An Employee of the Company who is activated, involuntarily recalled or



drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

Medical Leave - The Employer will follow the FMLA Standards when meeting the medical leave criteria and employee options.

Emergency & Personal Leave - An unpaid leave of absence, not to exceed thirty (30) days, may be granted under emergency situations.

Leave without Pay - Leave without pay may be granted upon advanced fifteen day written notice.

## **Section 2**

Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the supervisor in writing at least five (5) days before said employee's intended date of return to work.

## **ARTICLE 19**

### **BULLETIN BOARD**

## **Section 1**

The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections;
- c. Notices of Union appointments and results of Union elections;
- d. Notices of Union meeting;
- e. Union updates of negotiations;
- f. Board for available overtime

## **Section 2**

There shall be no other distribution, by employees or the Union, of notices, pamphlets, advertising or political matters in work areas.

## **Section 3**

The Employer has no say in the use of bulletin board for acceptable Union material. However, the bargaining site is a Federal Government site, therefore any material or publication deemed unacceptable or inappropriate by the Government, discriminatory, or found to be in violation of the Employer's policies or procedures, will be removed immediately upon notification.

## **ARTICLE 20**

## **JURY DUTY**

The Employer will comply with applicable state and federal requirements pertaining to compensation and leave for jury duty.

## **ARTICLE 21**

### **CLASSIFICATIONS**

#### **Section 1**

Full-time employees are those employees who regularly work an average of thirty two (32) hours or more a week.

#### **Section 2**

Part-time employees are those employees who regularly work less than an average of thirty two (32) hours a week. Part-time employees shall receive holiday pay, and all other benefits on a prorated basis.

#### **Section 3**

Employees covered by this Agreement shall not be required to deliver office supplies, furniture, or unrelated equipment that does not pertain to normal or occasionally assigned duties.

#### **Section 4**

Employees covered by this Agreement shall not be required to perform janitorial services (other than picking up after themselves), move/park or repair vehicles and run errands that are not job related.

## **ARTICLE 22**

### **GENERAL PROVISIONS**

#### **Section 1**

Notices - The Employer and the Union shall keep each other advised, in writing, of the names of authorized management and union representatives.

#### **Section 2**

Employee address and telephone numbers - Each employee is at all times responsible for having a correct address and valid telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the employee's last address of record.

#### **Section 3**

Gender - Pronouns of either gender used in this Agreement are equally applicable to the masculine and the feminine gender.

#### **Section 4**

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

### **Section 5**

Supervisors - Supervisors may perform bargaining unit work for purposes of instruction, training, employee's relief or emergencies, to include absences by bargaining unit employees. The Employer shall not utilize this provision to evade its obligations under this Agreement.

### **Section 6**

Lists - Representatives of the Union shall be authorized to obtain information on the names and addresses of all "newly hired" and/or terminated employees of the bargaining unit, at least on a monthly basis from the Company upon written request. Said Union representatives shall also be authorized to obtain an "updated seniority listing", at least on a quarterly basis, upon written request. All such lists shall include the employee's name, address, phone number and most recent date of hire.

### **Section 7**

Employees shall receive one unpaid meal break of thirty minutes per shift eight hour or longer. On occasion, due to exceptional work requirements, employees may have to work through the meal break, in which case the meal break will be paid time

### **Section 8**

Bereavement Pay: In case of the death of an employee's spouse, children (natural, adopted or

step), mother, father, sister or brother, grandparents, mother-in-law, or father-in-law, and the employee attends the funeral, such employee shall be allowed not more than three (3) scheduled days off with pay. Funeral pay shall not be used to compensate employees for a day on which the employee is not scheduled to work including vacation period, leaves of absence, disability and worker's compensation leaves. Additional unpaid days off may be requested, subject to management approval. The Employer may request proof of the death for which an Employee requests a paid leave.

## **Section 9**

### **Personnel Files:**

The Employer shall make every reasonable effort to give each employee an opportunity to review their personnel files. The union representative in regards to their official duties and requirements under this agreement shall have an opportunity, to review employee personnel files, upon written request.

## **Section 10**

### **Payroll errors:**

All payment adjustments due to payroll errors shall be made on the next scheduled paycheck, immediately following notification of the error. Payment adjustments for payroll discrepancies of over \$100.00 shall be made within 48 business hours following notification of the error. Payment adjustments will be directly deposited into the Employee's banking account on record.

## **ARTICLE 23**

### **SUCCESSORS & ASSIGNS**

The parties agree that this Agreement shall apply to and bind all successors and assigns of the Employer. Continued compliance with this collective bargaining agreement shall be a term and conditions of any sale, transfer of assets or assignment of assets by the Employer, and of any succession by another contractor to the Employer's contract with the Government, all in accordance with the Service Contract Act of 1965 as amended. This succession provision shall only last until the current base contract period concludes, at which time any identified successor shall have the right to bilaterally negotiate a new collective bargaining agreement.

## **ARTICLE 24**

### **NO STRIKE - NO LOCKOUT**

#### **Section 1**

During the term of this Agreement, and any renewal or extension thereof, neither the Union, its specialists, officials, representatives, agents, members, or any employee will authorize, instigate, aid, condone, promote, participate in, engage in any strike, work stoppage, slowdown,

boycott, sit-down, sit-in, or other interruption with the Company work or the business of the Company, or any impeding of business of the Company, regardless of whether there is a claim by the Union or breach of this Agreement, or of Federal, State, or Local Law by the Company. Any employee or employees who violate the provisions of this article will be subject to disciplinary action up to and including termination.

## **Section 2**

During the term of this Agreement, the Company will not lock out the employees.

## **ARTICLE 25**

### **GOVERNMENTAL ACTION**

If the contracting agency directs that a specific employee be removed from the premises and/or discharged or disciplined, any such action may be undertaken by the Employer and shall not be subject to the grievance or arbitration procedure of this contract, provided that such agency action was not requested, suggested or otherwise instigated by the Employer or any of its agents; and provided further that, at the Union's request, the Employer shall (1) obtain from the contracting agency any and all documents which allegedly support its direction; and (2) provide all such documents to the Union and affected employee(s).



**ARTICLE 26**  
**DISCIPLINE & DISCHARGE**

**Section 1**

Employees shall be dismissed or otherwise disciplined for just cause, including but not limited to violation of the Employer's rules and regulations. Appeals pertaining to dismissal or disciplinary action may be processed through the grievance and arbitration procedure.

**Section 2**

The Employer will endeavor to review, update and post all such rules, regulations and site orders.

**Section 3**

The Employer and the Union realize that certain actions demand immediate discharge; however, whenever possible, and at its discretion, the Employer endeavors to follow progressive discipline for actions that warrant it prior to discharge.

**ARTICLE 27**

## **SAVINGS CLAUSE**

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

## **ARTICLE 28**

### **INDEMNIFICATION**

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, costs or attorneys' fees, attachments, and from any form of liability as a result of making any payments under this Agreement, or otherwise complying with its obligations to do so under this Agreement. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; or for any act of any Trustee administering the Pension Fund or Health & Welfare Fund or any 401k plan provided and administered by the Union or its agents, and/or other Fund the Employer may be required to pay into under this Agreement, or any agent of said Trustees; and none of the same shall have the authority to bind the Employer to any contract. The Employer's sole obligation under this Agreement shall be to make the timely, monthly payments in the set amounts and manner herein provided. The specified payments shall be the

maximum that may be required of the Employer.

## **ARTICLE 29**

### **SCOPE OF AGREEMENT**

#### **Section 1**

Duration: This Agreement shall be effective as stated in the Preamble of this Agreement and it supersedes any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe benefit rates agreed to herein are the product of concessions and compromises by the Parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or requirements of the Company. The Agreement shall remain in force and effect until 2400 hours on September 30, 2019.

#### **Section 2**

Separability: In the event that any provision of this Agreement (including attachments hereto) shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, the Parties agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

#### **Section 3**

Waivers: The parties acknowledge that, during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

#### **Section 4**

Integration: This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

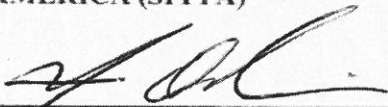
**ARTICLE 30**

**DURATION OF AGREEMENT**

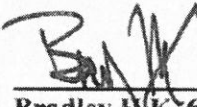
This agreement shall become effective on June 20, 2016 and shall thereafter continue in full force and effect through September 30, 2019 and shall renew itself without change unless written notice of intended change is served by either party hereto at least sixty (60) days prior to September 30, 2019 or any anniversary thereafter.

IN WITNESS WHEREOF, parties have caused this Agreement to be signed by their duly authorized representatives this 6<sup>th</sup> day of July, 2016.

INTERNATIONAL UNION, SECURITY,  
POLICE AND FIRE PROFESSIONALS  
OF AMERICA (SPFPA)

  
\_\_\_\_\_  
Rick O'Quinn  
Vice President, Region 2

HANA INDUSTRIES, INC.

  
\_\_\_\_\_  
Bradley H. Cooper, Esq.  
Chief Operating Officer

## APPENDIX A

### **Section 1 - WAGES**

The following minimum rate of pay shall remain in effect for the term of this Agreement.

<b>Position</b>	<b>Current</b>	<b>Effective 10/01/16*</b>	<b>Effective 10/01/17*</b>	<b>Effective 10/01/18*</b>
Security Specialist	\$25.72	*Reopener	*Reopener	*Reopener

\*The parties agree to open negotiations for wages in the out years at least 60 days in advance of the Company's option year with the Government.

### **Section 2 - UNIFORM ALLOWANCE**

### **Section 3 - HEALTH & WELFARE ALLOWANCE**

The Company will provide a Health & Welfare Allowance per hour work or paid (maximum 40 hours per week or 2080 hours per year). The Company will provide Health & Welfare Allowance rates listed below in addition to the established rates of pay. These rates are set forth for the specific contract periods and any extension of those performance periods.

<b>Position</b>	<b>Current</b>	<b>Effective 10/01/16*</b>	<b>Effective 10/01/17*</b>	<b>Effective 10/01/18*</b>
Security Specialist	\$4.02	*Reopener	*Reopener	*Reopener

\*The parties agree to open negotiations for H&W rates in the out years at least 60 days in advance of the Company's option year with the Government.

#### **Section 4 - 401(k) PLAN**

The Company agrees to pay to each employee a retirement benefit contribution listed below, for all hours worked or paid up to 2080 hours per year for the purpose of retirement benefits.

The retirement benefit contribution shall be:

<b>Position</b>	<b>Current</b>	<b>Effective 10/01/16*</b>	<b>Effective 10/01/17*</b>	<b>Effective 10/01/18*</b>
Security Specialist	\$0.0	*Reopener	*Reopener	*Reopener

\*The parties agree to open negotiations for 401(k) rates in the out years at least 60 days in advance of the Company's option year with the Government.

The Company will provide all employees covered by this Agreement with an IRS approved 401(K) Retirement Savings plan IAW the Plan Document. The employee is immediately vested in the Company Contributory 401(K) plan upon enrollment. The employee may elect to contribute up to the maximum allowable percentage of his/her total compensation in to an IRS approved 401(K) savings plan IAW the Plan Document. There will be no Company match of employee contributions. This amount will be in compliance with applicable law. As this Plan is a Company-wide plan, the Company may find it necessary or desirable to amend, revise, or replace this plan during the life of this Agreement. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate the effect of such changes on the employees covered by this Agreement.

Employees may elect to participate in the Company's 401(K) plan.